



# Atticus | Terms of Use

The website and services available at [www.atticus.tech](http://www.atticus.tech) and any other domain or sub-domain using **.atticus.tech** (**Website**) and the web-based software application *Atticus* (**Atticus Platform**) are governed by these Terms of Use. The Services (as defined below) are operated by Assemble Technologies Pty Ltd ACN 620 609 430 (**Atticus**). In these Terms of Use, 'us', 'we' and 'our' means Atticus and any related bodies corporate.

## 1. Acceptance of the Terms of Use

By using the Atticus Platform, the Website or any other products and services we provide or make available from time to time (collectively, the **Services**) you agree to be bound by these Terms of Use in your personal capacity as they exist at that time. In addition, where you are accessing, using or receiving the Services on behalf of an organisation (for example your employer), you represent and warrant that you are authorised to accept and agree to these Terms of Use on behalf of that organisation which shall be bound by these Terms of Use, and "you" and "your" shall be construed accordingly. If you do not agree with these Terms of Use (including any amendments to these terms) you must immediately cease using the Services.

We may amend these Terms of Use from time to time. You should check this page from time to time for changes. Your continued access to and use of the Services constitutes your acceptance of any revisions or changes to these Terms of Use.

## 2. Additional Agreements

Importantly, aspects of your use of the Services may be governed by additional terms or agreements (**Additional Agreement**). These Terms of Use bind you as an end user of the Services, however, your use may also be subject to an Additional Agreement between us and a third-party, including your employer, contractor, service provider or another party who invited you to use the Atticus Platform in relation to a transaction or collaboration that you are involved in (each such third party, a **Third Party**).

You may not be a party to any of the Additional Agreement, however, they may affect your rights, responsibilities and liabilities with regards to your use of the Services.

To the extent that there is any irreconcilable conflict between any Additional Agreement and these Terms of Use, to the extent of the inconsistency the Additional Agreement shall prevail between us and the Third Party and these Terms of Use shall prevail between us and you in your personal capacity.

## 3. Access to the Services

You will need to register as a member and create a profile in order to access some parts of the Services and certain features. In consideration of the grant of access to our Services, you represent and warrant that you will access and use the Services in accordance with these Terms of Use.

When you register as a member and create your profile you will need to provide us with personal information such as your name, email address and any other personal information we may require for the purposes of activating your membership. When you register as a member and create a profile, we will provide you with a username and password. You must log in using your username and password to access certain features of the Services.

You must maintain the confidentiality of your password and you are responsible for all activities that are conducted through your account whether or not you have authorised such use.

Your account and your right to use the Services are personal to you and you must not authorise others to use your account. It is a condition of use of the Services that you ensure that your contact details are kept up-to-date and accurate. You can request that your account be disabled by contacting us at [support@atticus.tech](mailto:support@atticus.tech).

You must contact us immediately if you believe someone has gained unauthorised access to your account.

#### **4. User content rules**

If you upload or submit content and data to us for the purposes of inclusion in the Services (**Your Content**), you shall be fully responsible for Your Content and we are under no obligation to review or monitor Your Content.

We reserve the right not to include Your Content in the Services at our sole discretion. In relation to Your Content published in our Services, you should not include any personal information or health information such as your name in Your Content if you do not want it to appear in our Services. If you do include personal information and/or health information in Your Content, you consent to it being published in our Services. However, we may edit the content to remove or limit the personal information and/or health information published or where appropriate we may decide to not publish Your Content on the Website or, if applicable, otherwise in connection with the Services.

We may (but have no obligation to you to) review Your Content. We may (at our sole discretion and without liability to you) edit, remove from the public Website, or elect to not publish Your Content in the Services if, in our opinion, that content is or may potentially be:

- incompatible with any of our policies;
- inaccurate, misleading, false or deceptive or otherwise contrary to law or regulation;
- defamatory, discriminatory, abusive, inflammatory, threatening, offensive, obscene or racially vilifying;
- inappropriate, off topic or vexatious;
- spam, promotes a product or commercial service, or solicits business; or
- breaching confidentiality, privacy or third party rights.

#### **5. Use of the Services**

You agree to only use the Services in accordance with these Terms of Use, our [Acceptable Use Policy](#), and applicable laws. Importantly, you must:

- ensure and verify that, as appropriate, Your Content is complete, current, accurate and not misleading and does not infringe the intellectual property rights of any third party and that it complies with our

#### Acceptable Use Policy;

- only access and use Your Content and other data to the extent you are duly authorised to do so;
- keep Your Content and other data confidential and secure;
- complete the training and read the user instructions made available by Atticus before using the Atticus software application;
- comply with the lawful instructions of the Third Party;
- use the Atticus Platform and each feature in accordance with any training, user instructions and the Acceptable Use Policy provided by Atticus, your contractual and legal obligations and without infringing any third party rights;
- notify Atticus without undue delay if you suspect that any third party may be using the Atticus Platform, Your Content or other data in breach of your or any third party rights, contractual obligations or the law;
- not check or test the vulnerability of any of our systems or networks or breach or circumvent any security or authentication mechanism;
- not disassemble, decompile, reverse-engineer or modify any component of the Services, Website or Atticus Platform, or use any automated means to collect information from the Services, Website or Atticus Platform;
- not use the Services or access the Website or Atticus Platform (including any information obtained from such access) to build or develop, or to assist someone else build or develop, a platform, application or software which is the same as or similar to the Website or Atticus Platform; or
- not use another person's login details for the Services.

In addition to any of our other rights or remedies, your failure to comply with these Terms of Use may result in the suspension or termination of your right to access the restricted sections of the Services, without notice. We also reserve the right to temporarily suspend your access to the Atticus Platform, Your Content or other data where we reasonably believe that such suspension or restriction may prevent or mitigate a breach of your or any third party rights, breach of these Terms of Use or breach of any law.

If you think any content or material you have access to as part of the Services is inappropriate, inaccurate, out of date, unlawful or infringes your rights, please contact us at [support@atticus.tech](mailto:support@atticus.tech).

You are solely responsible for providing (at your cost) all equipment, software and internet access necessary to use the Services.

You are solely responsible for ensuring that you **do not access the Services on a public computer**, which includes a computer that is used by multiple users

## **6. Website functions**

Some features of the Services may provide recommendations, comments and prompts, including but not limited to predictive insights or statistical analysis (each a **Recommendation**). The Recommendations are not a substitute for legal, accounting or other professional advice and you or any third party must not rely on them and you should determine independently or with the aid of advice whether and how to

proceed with any Recommendation provided to you.

Where a search function is enabled in the Services, we cannot guarantee that the results provided by that function are complete or accurate. This is because the search results are affected by the formatting of the information in the Services and the search criteria specified by you.

Where conversion, compression or similar tools available in the Services are used, notwithstanding anything to the contrary in these Terms of Use or Additional Agreement, we shall not be responsible for the operation of such tools or any changes to Your Content caused by the tools, such as formatting, numbering or other changes.

## 7. Intellectual property rights

We own or license all of the intellectual property rights in the materials, information and content on this Website, including without limitation the text, graphics, logos, icons, images, video and audio clips, designs, interfaces, and the layout of the Services. This content is protected by copyright and other intellectual property laws in Australia and overseas.

You may access, download and print content from this Website for your own personal or internal business purposes only. You must not publish, adapt, communicate to the public, distribute to third parties, amend or make any other copy of any part of the content that is available via the Services (other than user content you uploaded to the Services) without our prior written consent.

Where you upload or provide any information to us via the Services, you warrant that you are the owner of the materials you upload (or that you are otherwise authorised by the owner to upload those materials).

By submitting Your Content to the Website, you grant us a non-exclusive, worldwide, royalty-free, perpetual licence to use, reproduce, edit, modify and exploit Your Content (and to sub-license others to do so), in any form or on any medium and for any purpose, including but not limited to:

- posting Your Content on our social media pages; and
- using Your Content in promotions and marketing in an appropriate way.

By submitting Your Content to the Atticus Platform, you grant us a non-exclusive, worldwide, royalty-free and irrevocable (during your use of the Services) licence to reproduce, edit, modify and otherwise use Your Content (and to sub-license others to do so) for the purpose of providing the Atticus Platform and Services and ancillary, data analytics and service improvement purposes.

You also consent to us (and our successors, assigns and licensees) doing or omitting to do anything with Your Content that you upload to the Services that, but for this consent, would constitute an infringement of your moral rights (as defined in the Australian *Copyright Act 1968* (Cth) and equivalent legislation in other jurisdictions). This includes reproducing, publishing, performing, transmitting, exhibiting, adapting, altering or in any way changing or using the content in any way that we see fit.

We reserve the right to review, edit, move or delete any content or material displayed on or through the Website at any time without notice and without liability.

The Services include trade marks which are protected by law. You may not use our trade marks without

our prior written consent, except to legitimately identify our products or services.

## 8. Security

The transmission of information over the Internet is not completely secure or error free. In particular, emails or other communications to or from us and information submitted to or accessed via the Services may not be secure and you should use discretion in deciding what information you send to us via these means.

Emails or other communications to or from us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code.

## 9. Liability

To the maximum extent permitted by law, we and each of our directors, officers, employees and agents exclude all liability for any loss or damage (including, without limitation, direct, indirect, special or consequential loss, loss of profits, loss of data or loss of opportunity) which you suffer whether arising under contract, tort (including negligence), equity, statute or any other cause of action, or otherwise as a result of using, or inability to use, the Services, Your Content or any other content, information or service available on or from the Services.

Except as expressly stated in these Terms of Use, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including as to the currency, completeness or accuracy of the content displayed on the Website or in the Atticus Platform or the availability of the Services) are excluded to the extent permitted by applicable law. Your use of the Services is at your own risk and the Services are provided to you "as is" and "as available".

Nothing in these Terms of Use restrict, exclude or modify any rights that cannot be excluded under any applicable law including the consumer guarantees set out in the *Competition and Consumer Act 2010* (Cth). If we are liable for a breach of a consumer guarantee (or any other term implied by law) and that liability cannot, by law, be excluded but can be limited, our liability is, to the fullest extent permitted by law, limited to any one or more of the following as we determine in our absolute discretion:

- (a) in relation to goods, replacing or repairing the goods or paying the costs of having the goods replaced or repaired; and
- (b) in relation to services, resupplying the services or paying the costs of having the services resupplied.

You shall indemnify and shall keep indemnified Those Indemnified (as defined below) from and against all liability Those Indemnified may suffer or incur arising from any claims by third parties in connection with your use of the Services or Your Content (including without limitation that any such content breaches privacy, confidentiality, intellectual property rights or any law or that we are in breach of an Additional Agreement). In this section, **Those Indemnified** means us and each of our directors, officers, employees and agents.

## **10. Linking and framing**

The Website may contain links to other sites and may display content or information from other sites within frames on this Website. We are not responsible or liable for third party content or information, and do not warrant the accuracy, currency or suitability of that information for any purpose. You may link to our Website provided you do so in a way that accurately indicates that the link is to an Atticus page and is not misleading.

## **11. Use of electronic addresses**

We may publish electronic addresses of our employees, officers and partners on the Website for business purposes only. The publication of those electronic addresses should not be taken as consent by such employees, officers and partners to receiving unsolicited commercial electronic messages from you or any third parties.

## **12. Termination or suspension of Website**

We have the right to terminate or suspend the operation of the Services (including in part) for any reason without notice and without liability. We may (without limitation) suspend the Services to conduct maintenance or implement updates.

## **13. Privacy and collection of personal information**

Any personal information we collect about you via the Services or otherwise will be dealt with in accordance with our [Privacy Policy](#) and [Collection Notice](#), as updated from time to time.

We may use cookies to identify your computer on our server and so we can track your use of the Services. In some instances cookies may collect and store personal information about you. Such personal information will only be used by us in accordance with our Privacy Policy.

## **14. General**

These Terms of Use are governed by the laws of Victoria, Australia. In the event that we have a legal dispute relating to the Services or these Terms of Use the courts of Victoria will have exclusive jurisdiction.

If any provision of these Terms of Use is found to be invalid or unenforceable, the provision will be deemed severed from the Terms of Use and the remainder of the terms will continue in full force and effect.

Although Australian websites may be accessed outside of Australia, we make no representation that the content of the Services complies with the laws of any other country. If you access the Services from outside Australia, you are solely responsible for ensuring compliance with your local laws and for any reliance on content made available via the Services.

### **Contact us**

If you have any questions concerning the Services, please contact us at [legal@atticus.tech](mailto:legal@atticus.tech)

We hope you enjoy Atticus!

Updated: 30 August 2020